



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
PO BOX 778
DOVER, DELAWARE 19903

JACK MARKELL
GOVERNOR

CAROLANN WICKS
SECRETARY

VIA OVERNIGHT DELIVERY

(302) 760-2030
FAX (302) 739-2254

February 3, 2011

Contract No. T200907403.01
Federal Aid Project No. EBHOS-N 271(2)
BR 1-501 (SR 141/NEWPORT VIADUCT) OVER SR 4, AMTRAK & CHRIST
New Castle County

Ladies and Gentlemen:

Enclosed is Addendum No. 1 for the referenced contract consisting of the following:

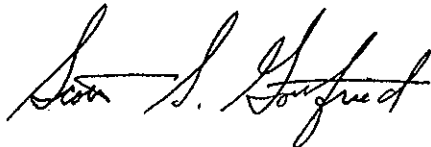
1. One (1) page, Bid Proposal Cover, revised, to be substituted for the same page in the Proposal.
2. Fifty-four (54) pages, Pre Bid Meeting Transcript, new, to be added, to the Proposal.
3. Standard Provisions numbers 202000, 209008, 302005, 501012, 727004, and 727006, quantities have been revised.
4. Standard Provision number 209013 - Borrow, Type F is new, to be add to the Proposal.
5. Special Provisions number 727547 - Removal of Fence quantity has been revised.
6. One (1) page, Location/Description, page ii, revised, to be substituted for the same page in the Proposal and one (1) page, page iiA, new, to be added to the Proposal.
7. Two (2) pages, Special Provisions, 601502 - Temporary Protective Shield, pages 67 through 68, revised, to be substituted for the same pages in the Proposal.
8. Ten (10) pages, Special Provisions, 763502 - Maintenance of Railroad Traffic (AMTRAK), pages 194 through 203, revised, to be substituted for the same pages in the Proposal.

9. Two(2) pages, Special Provisions, 763626 - Diesel Fuel Cost Adjustment, pages 218 through 219, revised, to be substituted for the same pages in the Proposal.
10. Four (4) pages, Utility Statement, revised, to be substituted for the same pages in the Proposal.
11. Fourteen (14) pages, Bid Proposal Forms, pages 1 through 14, revised, to be substituted for the same pages in the Proposal and two (2) pages, pages 15 and 16, new, to be added to the Proposal.
12. Thirty-nine (39) sheets, Construction Plans, sheets 3-5, 17, 18, 25, 26, 33-38, 94-99, 101, 113, 124, 153, 154, 162, 174, 183, 188, 197, 206, 207, 210, 211, 219, 236, 242, 247, 252, and 253, revised, to be substituted for the same sheets in the Plan Set.
13. For proposal holders with the electronic bid option only, Amendment Disk No. 1.

NOTE: The date for the receipt of bids has been extended until February 15, 2011. Bids will be received until 2:00 P.M., Local Time, the Bidder's Room (B1.11.01), in the DelDOT Transportation Administration Center, 800 Bay Road, U.S. Route 113 South, Dover, DE.

Please note the revisions listed above and submit your bid based upon this information.

Sincerely,



Scott S. Gottfried
Competitively Bid Contracts Coordinator
:ssg
Enclosures

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T200907403.01

FEDERAL AID PROJECT NO. EBHOS-N 271(2)

BR 1-501 (SR 141/NEWPORT VIADUCT) OVER SR 4, AMTRAK & CHRIST
NEW CASTLE COUNTY

PROSPECTIVE BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID MEETING FOR THIS CONTRACT ON THURSDAY, JANUARY 13, 2011 AT 10:30 AM IN THE DeIDOT ADMINISTRATION CENTER, 800 BAY ROAD, U.S. ROUTE 113 SOUTH, DOVER, DELAWARE, 19903.

Completion Date 810 Calendar Days

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2001

Bids will be received in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time February 15, 2011

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

IN RE:)
)
PRE-BID MEETING FOR CONTRACT)
NO. T200907403.01, BR 1-501)
(SR 141/NEWPORT VIADUCT) OVER)
SR4, AMTRAK & CHRIST.)

Department of Transportation
800 Bay Road
Dover, Delaware

Thursday, January 13, 2011
10:30 a.m.

BEFORE:

SCOTT S. GOTTFRIED,
DeldOT Competitively Bid Contracts
Coordinator
JITEN SONEJI,
DeldOT Bridge Engineer

THOMAS C. CLEMENTS,
DeldOT Asst. Director North Construction
NEIL A. SHEMA,
AECOM, Project Manager, Transportation

WILCOX & FETZER
1330 King Street - Wilmington, DE 19801
(302) 655-0477
www.wilfet.com

1 ALSO PRESENT:

2 MARK STITZ,
3 Crossing Construction Co., Inc.

4 RICH COVER,
5 Crossing Construction Co., Inc.
6 BULENT HAMAMCIOGLU,
7 Cherry Hill Construction

8 BARRY BECKETT,
9 DelDOT North Construction
10 JERRY JALOSKY,
11 Daisy Construction Company

12 KYLE OSZEYCZIK,
13 AECOM
14 DAN RADLE,
15 AECOM

16 JOE PAOCINI,
17 Atlas Painting
18 MATT LEWIS,
19 Neshaminy Constructors

20 JOE CORRADO,
21 Greggo & Ferrara
22 BERNIE DOUGHERTY,
23 JD Eckman, Inc.

24 KEVIN ARNDT,
Cherry Hill Construction
LOUISE HOLT,
DelDOT PR

ROBERT KING,
DelDOT PR
PETER ERONY,
Mumford & Miller Concrete, Inc.

1 ALSO PRESENT: (Continued)

2 CHUCK REGNIER,
3 Century Engineering

4 SOT MARINIS,
5 Marinis Bros., Inc.

6 BARRY BOND,
7 AMTRAK

8 STEVE RICHTER,
9 DelDOT
10 AHMAD FAQIRI,
11 DelDOT

12 SUSAN TRENTAM,
13 JJID, Inc.
14 BOB FIELD,
15 EHS, Inc.
16
17
18
19
20
21
22
23
24

1 MR. GOTTFRIED: Okay. Good morning,
2 everybody. This is a mandatory pre-bid meeting
3 for Contract No. T200907403.01. This is the 501
4 Bridge over SR4 Amtrak and the Christina River.

5 Welcome. Thank you for coming. My
6 name is Scott Gottfried. I'm the Competitively
7 Bid Contracts Coordinator for DelDOT. As I said
8 before, this is a mandatory pre-bid meeting.
9 This is an 810 calendar day contract.

10 Today's meeting will start with me
11 speaking about the administrative handling of the
12 contract. Then I will turn the program over to
13 the engineering staff and consultants to discuss
14 the specifics of the work.

15 As we go along, if you have a
16 question, please ask. I'd ask that you state
17 your name and the company you represent, and
18 please only one person speak at a time. As you
19 can see, we have a court stenographer here making
20 a transcript of this meeting.

21 Procedures before bidding. All
22 questions or concerns must come to me. This
23 process is very simple. You may fax your
24 questions or concerns to me at (302) 739-2254 or

1 you may e-mail them to me at
2 Scott.Gottfried@state.de.us. This allows you to
3 ask your questions in your own words. I will in
4 turn direct those questions to the appropriate
5 sections. Do not call the engineering staff and
6 do not call the consultants. If there is a true
7 need to speak with them directly, I will make
8 those arrangements. This is the most efficient
9 way for this to be handled. If the questions you
10 ask result in information that all bidders need
11 to be aware, that information will be distributed
12 via addendum.

13 After this meeting, there will be an
14 addendum issued to each of those attending the
15 pre-bid meeting. The addendum will consist of
16 the minutes of this meeting, and whatever plan or
17 spec changes that come as a result of this
18 meeting, and also a list of attendees.

19 Please make sure you sign the list
20 certifying attendance. Since this is a mandatory
21 pre-bid meeting, if your firm has not signed in
22 even though you are here attending, you will not
23 be allowed to bid. Are we clear on this?

24 I don't want anybody to make a

1 mistake and come back and say, I was at the
2 meeting; you saw me. If you don't sign this
3 list, your company will not be allowed to submit
4 a bid.

5 I strongly encourage you to look over
6 the plans as soon as you can. Bids will be taken
7 on February 8th, 2011. Have all your questions
8 in to me as soon as possible. However, no
9 technical questions will be accepted after noon
10 on February 1st. You may submit your questions
11 to me after February 1st; I will look at them.
12 Do not expect a response unless it's in the best
13 interest of the Department. Is everyone clear on
14 that? That is seven calendar days before the bid
15 opening. I am not going to break that rule.

16 MR. ARNDT: Kevin Arndt with Cherry
17 Hill.

18 If the bid date gets delayed, will
19 the question date for cutoff -- or the cutoff
20 date for questions be delayed as well?

21 MR. GOTTFRIED: The only questions I
22 will entertain if I extend the bid -- if I extend
23 the bid that means an addendum came out and there
24 was some reason I extended the bid or something

1 happened. The only questions that I will
2 entertain after I extend the bid is questions
3 regarding directly to why I extended that bid.
4 In other words, for example, somebody sends
5 something in, one of our quantities was off on
6 concrete. I do an addendum to extend, to
7 increase that concrete. The only thing I'm going
8 to entertain after that extension are questions
9 regarding the quantity change on the concrete.
10 Nothing else. So you will not be able to
11 backtrack me and bring up something else that
12 came up before. If you want to get those
13 questions in, they need to be to me by February
14 1st. Okay? And that being because if you keep
15 up with the Department, we have a lot of projects
16 in the I-95 corridor right now. I cannot lose
17 bid dates, and we're trying to get these projects
18 in. Is everybody clear on that?

19 Okay. Joint Ventures. If any firms
20 are planning to bid as a joint venture, both
21 firms need to be registered with the Department.
22 If you're not registered with the Department,
23 please step up to the window after the meeting
24 and get a registration package and fill it out.

1 Also, if you are planning a joint
2 venture, the certification and bond forms in the
3 back of your proposal book are not correct. If
4 you are planning a joint venture, you will have
5 to send me an e-mail or contact my office, and I
6 will overnight express the correct joint venture
7 certification and bond forms for your company to
8 be able to fill out and be able to submit a joint
9 venture.

10 Bonding requirements. With this
11 contract and almost every other DelDOT contract,
12 we do require a ten percent bid bond, a hundred
13 percent performance bond.

14 Please note: I cannot accept bonds
15 with riders or restrictions.

16 Also, please note: The only rider or
17 restriction I will accept is the nine-eleven
18 terrorist rider.

19 The bonding form that's in the back
20 of your proposal book is the only form I will
21 accept. That is a state law. I do not accept
22 AIA bonds or documents.

23 If you submit a bond that is anything
24 other than the bond that's on our Web site that

1 you can download or the bond form that's in the
2 back of your book, I will automatically
3 disqualify your bid. This is to include if your
4 office decided to get creative and retype my bond
5 form. If you make one mistake, if you leave one
6 space out, you leave one period, that bond form
7 is not my form and it will be disqualified. This
8 has happened. If your bond company has a problem
9 with using our bond form, please contact me. I
10 will straighten it out with your bonding company,
11 but do not retype my form. As of lately I've got
12 a lot of contractors doing that, and where we use
13 Department of Transportation, they put DelDOT;
14 the form is automatically disqualified. Okay?
15 This is a state law, not a DelDOT requirement.
16 It is in the state code. Okay? Is everybody
17 clear on that about the bond?

18 Okay. Next. This project is
19 governed by the Standard Specifications dated
20 August 2001. They are available at my office for
21 a cost of \$42. If you're like me and you like to
22 save money, you can go to my Web site which is
23 www.DelDOT.gov, go under Publications, go under
24 Manuals and you can print the manual from there

1 or go look at the manual from there.

2 There's something I'd also like to
3 point out in the proposal book that's a little
4 bit of a change from what we've done in the past.
5 If you happen to have your proposal book with
6 you, I'd like everybody to take note to page 35.
7 This is in regard to the supplemental
8 specifications that we add to our Standard
9 Specifications.

10 Please note: This page tells you
11 that effective as of the date of advertisement
12 for this proposal, all supplemental
13 specifications are included by reference. Which
14 means it's the contractor's job to go out on our
15 Web site and look what supplements have been
16 added to the Standard Specifications at this
17 time. Is that clear? I don't want somebody
18 coming back and getting out in the field with the
19 construction group saying, Well, I didn't know
20 you had to do that. Those are incorporated by
21 reference and there is a Web site on this page
22 where you can go and look at that and see what
23 has been changed. Is everyone clear on that?

24 Okay. The next thing we're going to

1 go over is the first page in the book which is
2 page i. This is the location description page.
3 I shouldn't have to bring this up, but I'm going
4 to bring this up.

5 This job does have a painting
6 specification. I believe it has a hazardous
7 specification, but it does require PCCP, QP-1 and
8 QP-2 certifications from your painting
9 contractor. Unfortunately on the last big
10 project I had, three contractors did not turn
11 their certifications in from their painting
12 contractor at the time of bid. All three were
13 automatically considered to be nonresponsive and
14 rejected.

15 Those certifications for this
16 contract have to come in at the time of bid.
17 Okay? The language is very clear. It states, if
18 this documentation is not submitted with the bid,
19 the bid will be considered nonresponsive. Please
20 don't do that. I'm trying to get viable bids. I
21 don't need to toss somebody because they didn't
22 send a certification in which is no problem to
23 get, but unfortunately it has to be turned in at
24 the time of bid. Okay?

1 Location description page is going to
2 change. Like I said, there's going to be one
3 addendum that's issued with this project. There
4 will be disincentive language added to the
5 location description page when the first addendum
6 comes out for work on the I-95 corridor. I want
7 to make that clear to everybody. It's being
8 reviewed by our legal office, and when the
9 addendum comes out, there will be disincentive
10 language in there. Please pay close attention to
11 it.

12 Also, while we're discussing this, we
13 have a 51 percent rule with DelDOT. The primary
14 contractor has to do 51 percent of the work. It
15 has been deemed since the proposal was put out
16 that anything to deal with the painting of the
17 bridge and the cleaning of the bridge structure
18 is now going to be a specialty item. When the
19 contract comes out, there will be a specialty
20 item section in the bid forms which means all
21 those item numbers will not go towards the 51
22 percent rule of the work the primary contractor
23 has to do.

24 Note: That is not in this proposal.

1 It will be coming out with the first addendum.
2 That will be the only specialty items for this
3 contract and I will not entertain any other items
4 being suggested to be a specialty item.

5 Real quickly. I want to make it
6 clear to everybody about the DBE information,
7 which is the Disadvantaged Business Enterprise.
8 In my last bid contract about a month ago, I
9 actually had contractors who didn't fill the DBE
10 goal in on the certification form. The DBE goal
11 for this contract is 13 percent. You must state
12 that on the certification form when you submit
13 it. If you leave that area blank, it is
14 automatically disqualified.

15 Also, if you decide as a prime
16 contractor that your company cannot meet the 13
17 percent goal, you must submit good faith
18 paperwork. That paperwork instruction is on page
19 12. It must be submitted at the time of bid.
20 And I'm going to be very clear and very real with
21 this. You may submit something that we consider
22 to be incomplete, but as long as you submit some
23 type of good faith paperwork at the time of bid,
24 I will give you a second chance to be able to

1 come back and give me more information.

2 If you submit no good faith paperwork
3 and you go below the 13 percent for the DBE goal,
4 there's no question that your bid is
5 automatically disqualified; no way to save it;
6 nothing I can do. Okay? That's a rule set up by
7 the DBE program in the Civil Rights Section.

8 If anybody can't meet the goal and
9 they would like to have a blueprint or a good
10 faith paperwork submission that has been
11 approved, please contact Carla Elliott. She is
12 the Civil Rights Administrator. Her phone number
13 is (302) 760-2555, and she has examples of good
14 faith paperwork that she can e-mail to you to be
15 able to submit a successful good faith paperwork
16 submission if you cannot make the 13 percent.

17 While we're talking, I'd also like to
18 point out that there will be three trainees on
19 this job. Okay? Once we figure out who the
20 apparent low bidder is, please make sure you get
21 your training information to Ms. Elliott because
22 I cannot make award until she has given me
23 approval of your training programs and you can
24 read about that in the back under Submissions

1 required at the time of bid.

2 Are there any questions on the DBE
3 information that I've gone over so far?

4 MR. ARNDT: Kevin Arndt with Cherry
5 Hill.

6 Do the specialty items incorporate
7 the values that are associated with the DBE
8 percentages?

9 MR. GOTTFRIED: Yes. The DBE
10 percentages on the total amount of the contract
11 including specialty items. Whatever your total
12 bid is, that's the 13 percent I'm going to be
13 looking at.

14 All right. We're now going to go
15 over the quantity forms which are at the back of
16 your proposal book on page 247. We do use the
17 Expedite Program 5.2B here. Just to give
18 everybody a heads up, I'm getting ready to go up
19 to the next one which is 5.9A or something which
20 we will be doing in the next month or so. But
21 for this project it's 5.2B. I want to make it
22 perfectly clear, this is not an electronic
23 submissions type of bid. You get the disk, you
24 fill out the form, you still have to turn in the

1 disk to me if you'd like to, but you do have to
2 submit paper copies of what you print out from
3 Expedite, signed. Is that clear?

4 I've had that come into question a
5 couple of bids ago where they said, Well, we
6 don't have to do that. That's not true. I must
7 have a paper copy. My regs state that when the
8 electronic media fails, I revert back to the unit
9 price on your paper copy. You must submit a
10 paper submission from that.

11 Now, if you choose not to use the
12 Expedite Program to submit your bid and you
13 choose to use the forms I have here, please note:
14 These forms for the quantity forms must be
15 typewritten. There is no exception to that. You
16 must give me a dollar amount for every item. You
17 may not bid a zero dollar amount on any item.
18 Okay? Any question of your price, I always
19 revert back to the unit price.

20 So basically, this form has a line
21 number in the first column; an item description
22 in the second column; your approximate quantity
23 and units in the third column. Your fourth
24 column is your unit price. If you fill these out

1 without using the Expedite Program, please make
2 sure that is your unit price you put in there,
3 not your extended amount. Your extended amount
4 goes in the next column. Believe it or not, I've
5 had people put extended amounts in the unit price
6 column, and it doesn't disqualify your bid.
7 Basically, what I do is, I come back and I
8 multiple that price out which gives you some
9 trillion dollar bid or billion dollar bid which
10 completely takes you out of the running for this
11 project. Okay?

12 Please note: The forms may not be
13 handwritten. Now, the only way you may put a
14 handwritten number on these forms or on your
15 expedite forms is that you must have a
16 typewritten number there first. You may strike a
17 single black line through that number. Legibly
18 write the corrected amount so that I can read it.
19 If there's any question in what your numbers are,
20 I will disqualify you; and initial it. Okay?
21 And that is in the second paragraph under 102.06,
22 Preparation of Bids which is in the Standard
23 Specifications. Does anybody have any questions
24 on the quantity forms?

1 All right. This contract, as a lot
2 of our other contracts, has a breakout form.
3 There's only one. This breakout form may be
4 handwritten. It does not have to be typed. It
5 is a breakout form for steel structure repair.
6 You may not submit a zero dollar amount on a
7 breakout form. It's an automatic
8 disqualification. And the reason I'm making that
9 point clear is somebody did it about a month ago.
10 Do not submit a zero dollar amount on the
11 breakout form. If you find an item in this
12 proposal that you feel should be included in
13 another item that you do not want to give me a
14 price for, call my office and we'll discuss it.
15 But do not give me a zero dollar amount. I have
16 no choice but disqualification.

17 The next form is submissions required
18 at the time of bid. I believe every one of these
19 forms is going to be required on this project.
20 If you have any questions on this, please contact
21 my office. I believe it's self-explanatory.

22 MR. CLEMENTS: Scott, can I add
23 something?

24 MR. GOTTFRIED: Yes.

1 MR. CLEMENTS: Tom Clements, DelDOT.

2 If any of the bidders are out of
3 state and they're not familiar with our DNREC
4 certification, this one requires a contractor
5 certification course, and that's commonly
6 referred to as the blue card course. But DelDOT
7 cannot accept any other certification from other
8 states. If you don't have a DNREC certified
9 person, you'll need to at the time of bid either
10 use a consultant or get in touch with DNREC and
11 get a person certified. They periodically offer
12 this course. I don't know the schedule of that,
13 but you can find a DNREC, D-N-R-E-C, Web site and
14 they will have contact information for you to get
15 someone certified. So just be aware of that.
16 And as Scott said, notice that you'll need also
17 an ATSSA certification, A-T-S-S-A. One person
18 certified for the job and you need to submit your
19 proposed trainee plans as he had mentioned at the
20 time of bid, in addition to the QP-1, QP-2
21 painting certifications.

22 MR. GOTTFRIED: Okay. Moving right
23 along. The next form in the back of the book is
24 your certification form. It says at the top of

1 that, "The undersigned bidder." That is not the
2 person filling out the form. That is the name of
3 your company. At the bottom of this form you
4 will see it says, Disadvantaged Business
5 Enterprise percentage. That is the percentage
6 that must be filled out. Please do not leave it
7 blank. If you do, you will be disqualified.

8 Please note: The certification form
9 is a two-page form, just in case you pull it out
10 of your book and you copy it. There is a back
11 side to this. Halfway down the back side of this
12 project it says, "Failure to acknowledge receipt
13 of all addenda will result in the bid being
14 declared nonresponsive."

15 When you receive an addendum which
16 will come via UPS or via fax, you must
17 acknowledge addendum on this form, that you
18 received it and the date you received it.

19 Underneath that you'll see that
20 whoever is able to obligate your company into a
21 legally binding contract must sign it and it must
22 be notarized. Please make sure that the person
23 that's signing it just doesn't give it to a
24 notary public and they stamp it and they don't

1 ever put their signature on the form. I know
2 that's not supposed to happen, but believe it or
3 not, I get notarized forms with no signature.
4 Okay?

5 The last thing I'm going to go over
6 is the bid bond form. This is our form. This is
7 DelDOT's form. It's been approved by the state.
8 No exception. You must use this form. If you
9 turn in this form, it also comes with a Power of
10 Attorney.

11 While we're talking about the bid
12 bond form, let me go over a couple of things.
13 Number one, it is the contractor's responsibility
14 to make sure that your bonding company fills out
15 the bond form and your Power of Attorney
16 correctly. Okay?

17 I will not have any sympathy if your
18 bonding company turns me in a New Jersey Power of
19 Attorney, and the attorney, in fact, is different
20 from what's on the bid bond than what's on the
21 Power of Attorney. It's an automatic
22 disqualification. Okay?

23 I'm suggesting you check that before
24 you submit your bid bond to me. I've had it

1 happen. I feel really bad about it, but there is
2 no way around that. Okay?

3 Second. On my bid bond form it
4 states, we ask for ten percent for the bid bond.
5 It also gives you a not-to-exceed number there.
6 If your bonding company requires you to put a
7 not-to-exceed amount in that block, I suggest you
8 round that number up several hundred dollars.
9 The reason being, if I find a mistake in your bid
10 and I have to go back in, and your bid increases
11 and you put the exact amount of not-to-exceed in
12 there, then you have a bid bond that does not
13 cover the total cost of the project, and your
14 bond is invalid and will automatically be
15 disqualified. I have done that for a nickel.
16 I've had somebody lose a \$5 million job because
17 his bond did not cover a nickel of the project.

18 My suggestion is, if your bonding
19 company allows you to put ten percent in there
20 without a not-to-exceed number, do that. But if
21 you do have to put a not-to-exceed amount, please
22 round up several hundred dollars. If for some
23 reason you're planning to give me a Treasurer or
24 Certified Check for your bid bond for ten percent

1 of the cost of the project, instead of filling
2 out a bid bond, make sure you round it up several
3 hundred dollars for the same reason. Okay?

4 Are there any questions on my bid
5 bond form or what you have to turn in?

6 Okay. A couple of things I suggest
7 you take a close look at, and that is Section
8 102.06 of the Standard Specifications. This is
9 preparation of proposal. This will tell you
10 exactly what you have to do, how you have to do
11 it, and what you need to turn in to me, and what
12 exceptions I will take. It is spelled out there.

13 If anybody has a problem filling out
14 my forms or do not understand what they need to
15 submit, call my office. I will gladly talk to
16 you. I'd rather get viable bids in than to get
17 six bids in and have to send four of them to the
18 garbage can because they made simple little
19 typographical errors that could have been easily
20 fixed or corrected if I had gotten a phone call.
21 And I'm sure your bonding companies don't like it
22 that much when I toss your bids.

23 The other section I'll tell you to
24 pay close attention to is 102.07. This is

1 irregular bids. I believe there's 9 or 11 items
2 there. If you make a mistake, the verbiage in
3 that section says, the bid shall be considered
4 nonresponsive. If you make a mistake there or
5 that's one of the problems I find with your bid,
6 it's an automatic disqualification. Okay?

7 I know I'm hemming on the
8 disqualification factor, but as of late, I've
9 seen a rash again of people who have done
10 business with DelDOT for years and all of a
11 sudden submitting bids that are getting tossed.
12 And I do see new contractors that have not worked
13 with the State of Delaware before. If you have
14 any questions, please contact me. I will get it
15 straight. I will answer questions right up until
16 two o'clock on -- I believe it's February 8th to
17 be able to get you to submit a correct bid.

18 Are there any questions on the
19 administrative handling of the contract? Any at
20 all.

21 MR. CLEMENTS: Scott, I would like to
22 add one more comment on the administrative part.

23 Again for those of you that may not
24 have been with us for a while, just a reminder.

1 In the front of the book, you'll see wage rates.
2 This is a federal aid participating project.
3 You'll see both federal aid wages and state wages
4 for DelDOT contracts. The higher of those two
5 rates for each classification will govern. I
6 just wanted to be sure that you're clear on that
7 when you bid.

8 MR. GOTTFRIED: I'd like to add to
9 that right now. That's really not a factor at
10 this time, Tom. They're both identical.

11 MR. CLEMENTS: Okay. Fine.

12 MR. GOTTFRIED: The rates right now
13 for the state and the Feds at this point in time
14 are identical. So that really wouldn't be an
15 issue.

16 MR. CLEMENTS: Okay. Good.

17 MR. GOTTFRIED: And this is a highway
18 wage rate contract and that will not change.

19 Any other questions? Okay. Then I'm
20 going to turn the meeting over to Jiten Soneji
21 and the consultants to go over the specifics of
22 the project.

23 MR. SONEJI: As Scott said, my name
24 is Jiten Soneji. I'm the bridge engineer for

1 DelDOT, and we have here, as you heard, Tom
2 Clements. He's the Construction Assistant
3 Director, and we have Barry who's the engineer
4 for the job, and Neil is the designer, and Neil
5 is going to give you some of the highlights of
6 the project, what he has done during the time.
7 And we have Barry Bond here if there are any
8 Amtrak questions. I appreciate, Barry, you
9 coming for the meeting. And if there are any
10 questions during the meeting, we'll try to cover
11 this. If not, we'll get back to you.

12 MR. SHEMO: My name is Neil Shemo
13 with AECOM. Thanks everyone for coming today and
14 showing interest in our project.

15 The project is the rehabilitation of
16 Bridge 501. It's in the Newport area of
17 Delaware. As Scott indicated earlier, it crosses
18 over the Christina River, Amtrak, SR4, and
19 several local roads. If you can see the map over
20 there to my side, it basically shows the extent
21 of the project.

22 Today I'm going to cover a few of the
23 specifics of the project. I'll start with a
24 general overview and then jump into a few of the

1 more specialty items on the project.

2 Contract -- Scott read it off --
3 200907403. Again, it crosses over SR4, local
4 roads, Amtrak, Christina River. The span over
5 Amtrak is Span 8. We're estimating about 810
6 days which works out to about 27 months. Notice
7 to proceed in 2011 to 2013.

8 A couple of the repairs in the
9 project overview that you'll see in the plan set.
10 One of the more significant items is the steel
11 repair to the Type E Diaphragms. You can see the
12 lower picture, our inspectors identified a crack
13 at this location. We determined that it's a
14 distortion induced fatigue crack. So at each and
15 every Type E Diaphragm, which there's four
16 corners on each cross-frame for about 1,648
17 locations in the bridge, we will be installing a
18 retrofit plate. It will involve removal of the
19 cross-frame, cleaning of the existing
20 hazardous-based paint in the area of the repair,
21 installation of a retrofit plate to strengthen
22 that area and connect it to the top and bottom
23 flanges, and then reinstallation of the
24 cross-frame. So one of the larger repairs on the

1 project.

2 There will also be cleaning and
3 painting of the exterior structural steel, and as
4 noted it is a hazardous-based system.

5 The replacement of bridge expansion
6 joints on the bridge, which are both strip seal
7 expansion joints, and there are two tooth dam
8 expansion joints on the structure.

9 Replacement of existing self
10 lubricating bronze bearings at selective
11 locations along the length of the bridge.
12 Jacking of the bridge will occur with 15-minute
13 rolling outages at the nightttime.

14 Repair of two sign structures that
15 are currently on the bridge at Pier 3 which is a
16 cantilever structure, and Pier 13 which is an
17 overhead structure.

18 We'll also install new sign supports
19 in Span 17 which provides signing for the local
20 roads below the bridge.

21 Reconstruction of the backwalls and
22 the wingwalls at Abutments M1, M2 and Abutment 2,
23 which is the north abutment. Most of the
24 substructure and the parapet walls will have

1 concrete remediation, including epoxy injection
2 of cracks, repair of spalls and delaminations,
3 and the piers and abutments below expansion
4 joints will receive waterproofing.

5 Bridge barriers will be strengthened
6 at the deflection joints and at the expansion
7 joints. We will be removing segments of the
8 bridge barriers and installing some additional
9 reinforcement to provide additional strength.

10 We'll be milling the bridge deck two
11 inches and installing low permeability concrete
12 overlay; cleaning the bridge drains; and
13 replacing concrete approach slabs. And that's
14 behind -- all four abutments: The south
15 abutment, the north abutment, which is Abutment
16 2, and M1 and M2 which are the abutments for the
17 ramps to SR4, to and from SR4.

18 Getting into a little bit more
19 detail, the retrofit Type E Diaphragms we've
20 already reviewed a little bit. It's covered by
21 Item 605584. It's paid for by the pound.

22 Please note that this work is inside
23 the steel tub girders. The tub girders are about
24 four feet deep. They vary in width from four to

1 maybe nine feet across the structure, and it will
2 be hot work. There will be welding in there. So
3 that will come into play on the next slide,
4 actually.

5 The retrofit occurs at each Type E
6 Diaphragm. The Type E Diaphragms are clearly
7 called out on the framing plan in the plan set.

8 Please note that the specification
9 requires all welders to be prequalified for the
10 weld process and position. There's kind of a
11 standard complete joint penetration weld that's
12 required for the retrofits, but because of the
13 unique location, I wanted to point that out.

14 Also, the spec requires all complete
15 joint penetration welds will be tested using
16 ultrasound by an independent laboratory.

17 Following up on the work inside the
18 tub girder, the Site Safety and Health Plan is
19 Item 202536, a lump sum item. I should address
20 the safety issues on the project which would
21 include the removal of the hazardous-based paint,
22 and also the work in a confined space which would
23 be the hot work inside the box girder or tub
24 girder. There is a format presented in

1 Appendix A that's available with your special
2 provisions, and I would encourage you to follow
3 the guidelines of OSHA 29 CFR 1910.146.

4 Maintenance of railroad traffic.

5 Jiten indicated that Barry Bond is here from the
6 railroad. There you are.

7 Item No. 763502, it's a lump sum
8 item. There's three tracks under the bridge,
9 Span 8. The work that will be around this is
10 jacking to replace bearings at Piers 7 and 8,
11 painting of Span 8, spall repairs at Piers 7 and
12 8, work on the barrier on the bridge deck at Span
13 8, and the replacement of the expansion dams at
14 Piers 7 and 8 on the bridge deck.

15 Nighttime outages as permitted and
16 directed by the railroad. You'll be coordinating
17 with Barry to identify those time slots and
18 availability.

19 The spec requires railroad safety
20 training for your employees that will be working
21 in this area. There are specific railroad
22 insurance requirements, so please read through
23 that carefully.

24 The contractor will be coordinating

1 with Barry to schedule railroad flagging during
2 the course of that construction area.

3 The standard spec for Amtrak allows a
4 safety barrier approximately 15 feet from the
5 centerline of the track, provided Barry and
6 Amtrak approve that, and that could allow you to
7 do work at the piers behind that barrier without
8 being considered fouling the track.

9 And please note in the spec, it also
10 requires that Amtrak make approval of certain
11 shop drawings, including demolition shielding.
12 Such would be used at the expansion joints during
13 removal or for the bridge barrier removal.
14 Jacking towers, they would also need to review
15 those items and approve those items before you
16 move forward with this work around the tracks.
17 It also includes shoring, but I don't anticipate
18 that you'll have any shoring in the vicinity. I
19 did note it because it's in the spec.

20 MR. CLEMENTS: Neil, I wanted to add
21 something there.

22 As far as the training is concerned,
23 I believe, Barry, that's a two-year
24 certification.

1 MR. BOND: One year.

2 MR. CLEMENTS: So our folks will have
3 to also get that. We'll work with the successful
4 bidder, try to set up a session where both of us
5 can get that training. But just be reminded,
6 before the end of that project, we're going to
7 have to do it again at least once to get
8 recertified with their safety class. So we'll
9 work with you in that regard.

10 Also with the shop drawings, when we
11 get a successful bidder, I'll set up a procedure,
12 put contacts with Amtrak, Neil's folks, DelDOT,
13 and we'll lay out a procedure for you so that we
14 can get those drawings submitted to the right
15 people to make the review. Neil's group will be
16 the one to compile all the comments and get an
17 approved drawing back to you through us.

18 MR. BOND: The requirements are 30
19 days for approval. Other than that, everything
20 is appropriate. We're not on the -- you know,
21 one call, call before you dig, Amtrak is not on
22 that. We're private property.

23 MR. CLEMENTS: They're not on Miss
24 Utility.

1 MR. BOND: There you go.

2 MR. JALOSKY: Jerry with Daisy
3 Construction.

4 Tom, I didn't see the frequency of
5 train traffic in there. I might have overlooked
6 that, but we'll need that to get the railroad
7 protective insurance.

8 MR. GOTTFRIED: That is correct,
9 Jerry. I noticed that also afterwards. That's
10 one of the questions that will be addressed in
11 the addendum. The frequency will be there and
12 what type of trains that are going on those
13 tracks.

14 MR. SHEMO: Maintenance of vehicular
15 traffic. There's a lot of traffic on 141.
16 84,000 vehicles a day. The maintenance of
17 traffic is covered by Item 763500.

18 Tom noted earlier that an ATSSA
19 supervisor will be required for the project.

20 To maintain traffic, we're going to
21 utilize five main construction stages. Some of
22 the stages have substages as well: An A and a B
23 stage. But basically we're shifting traffic back
24 and forth across the bridge. Starting in Stage

1 2, for example, which is one of the first main
2 stage on the bridge, we're working on the
3 northbound side of the structure. The two
4 southbound lanes are pushed over to their
5 right-hand fascia, and the median northbound lane
6 is pushed over actually onto the southbound
7 bridge. And the right northbound lane is pushed
8 over into the median giving a nice work zone for
9 the contractor to perform construction on the
10 bridge.

11 The northbound lane then shifts to
12 the right-hand side of the bridge in Stage 3, and
13 the left northbound lane continues on the
14 southbound structure in Stage 3. And then Stage
15 4 and 5 are pretty much the same approach for the
16 construction on the southbound bridge. So the
17 crossover lane basically extends from the gore
18 area that's south of the bridge where the ramps
19 from 95 and 295 and whatnot tie in, and the
20 crossover lane then continues northward to
21 approximately Burnside Boulevard overpass.

22 During the daytime hours, five a.m.
23 to ten p.m. we will maintain two lanes in each
24 direction at all times. For weekends and nights,

1 there is a provision to close what we'll call the
2 local lane or the noncrossed over lane to perform
3 work or deliver materials. Hopefully we can keep
4 that to a minimum.

5 And when that lane is closed, detours
6 for the ramps will be in effect and there are
7 four detour patterns shown in the plan set.

8 Are there any specific questions on
9 the MOT?

10 MR. CLEMENTS: Neil, just to add, as
11 was mentioned earlier, there's going to be some
12 disincentive language as part of the contract
13 addendum. That will address these time frames
14 and there will be penalties if you do not get off
15 the road in accordance with the time frames that
16 are listed. That's the basis behind the
17 disincentive language, just getting off the
18 roadway to be in accordance with the time frames
19 that are listed in the contract.

20 MR. SHEMA: To enhance our
21 maintenance of traffic and to keep the traffic
22 flowing, there is an item in the spec for tow
23 truck service. There's actually two items. The
24 first, 763652 is paid at an hourly basis. And

1 it's to have a normal size tow truck on-site from
2 six a.m. to nine a.m., and again during the
3 afternoon rush hour, four p.m. to seven p.m. And
4 it will be stationed in accordance with
5 discussions between the successful contractor and
6 Barry's group where that would be most
7 advantageous to have that vehicle located. And
8 it will assist in the removal of any disabled
9 vehicles within the project limits.

10 The second provision, we called it a
11 Class 2 Tow Truck, 763653. It's paid for by each
12 caller, a per basis call, and it's a larger size
13 tow truck to help with the removal of any buses
14 or larger vehicles, things of that nature. And
15 it should be available by phone call on a 24-hour
16 basis.

17 Christina River. We worked closely
18 with the environmental group, Joy Ford, in
19 preparing the environmental compliance
20 documents.

21 Christina River. There's no work in
22 the waterway from March 15th to June 1st of any
23 calendar year. And by the way, I pulled these
24 notes directly off the environmental compliance

1 note sheets. So you can look for them there as
2 well.

3 No in-water disturbance other than
4 what is indicated on the plan. And what's
5 indicated is spall repairs to the pile cap at
6 Piers 2 and 3. When doing other work such as
7 bridge jacking, one of the piers has jacking to
8 replace bearings, or installation of demolition
9 shielding is necessary to repair the barrier.
10 Those types of things, painting, installation of
11 containment shielding has to be done from the
12 deck level above the water. Entrance into the
13 water is not allowed for that type of work.

14 To perform the pile cap repairs,
15 installation of the turbidity curtain will be
16 required, and the debris from that needs to be
17 retained. It can't be left in the water. You
18 need to pick all the debris out of the water and
19 get it out of there.

20 Please note as well that the
21 Christina River is a navigable waterway, and Item
22 763522 has some provisions for indicating that
23 and making that known to others that might be
24 using the waterway.

1 Also note on the environmental
2 compliance plans that there are wetlands and
3 tidal wetlands denoted. The wetlands area is in
4 the gore area, south of Abutment 1 or south of
5 the south abutment.

6 The tidal wetlands is basically in
7 front of Abutment 1, below Span 1, below Span 2,
8 that area on the slope down from Abutment 1. And
9 these areas are denoted to be protected with
10 fencing, and entrance into those areas with boats
11 during construction or whatnot is prohibited.
12 So, again, jacking in Abutment 1 or small repairs
13 at Abutment 1 need to come down around the
14 wingwall from the top side, not parking at the
15 bottom of the slope and walk up because that is a
16 protected tidal wetlands area.

17 Cultural resources. There are notes
18 on the plan set for environmental. There's areas
19 denoted specifically where storage materials can
20 occur, and basically it needs to occur within the
21 width of the bridge below the bridge. In certain
22 spans, for example, the two spans north of the
23 railroad, Spans 9 and 10 are available for
24 material storage.

1 There is a church nearby. So if we
2 go out beyond the limits of the footprint of the
3 bridge, we could infringe upon the historic
4 significance of that church. So the material
5 storage is specifically below the bridge as noted
6 on the environment compliance sheet.

7 Utilities. The utilities statement
8 is in the specialty provision package. One item
9 to note is, there is a fiber-optic junction box
10 and conduit at Abutment M1. You will also note
11 on the structure plans that there's a small
12 repair in the vicinity of that junction box. It
13 will be relocated by DelDOT forces, I believe,
14 before you're out there so that you'll have
15 access to do that repair.

16 On Ayre Street, there's an overhead
17 utility pole carrying Verizon and Comcast in a
18 fibertech aerial line, and that will be
19 temporarily relocated to allow work such as the
20 containment system and painting on the structure.

21 MR. CLEMENTS: Neil, on that issue,
22 we looked at being able to get that done in
23 advance of construction. Actually, that issue
24 will be discussed at the monthly utility meeting

1 being held right now at our North District
2 Office. And what has to happen is, after they
3 put the temporary relocation up, there's concrete
4 barrier that we have to put as part of our
5 contract to protect that. I think there will be
6 plenty of time to get that work done after we
7 have a successful bidder. We're going to tell
8 them at today's meeting to be prepared -- as soon
9 as we have a bidder and a signed contract, to be
10 prepared to go in there and get that relocation
11 done. It's pretty minor, but we have to put some
12 barrier there to protect it. They don't want to
13 go out in advance because of that requirement. I
14 think we should be fine. It's not a lot of work
15 to do.

16 MR. SHEMA: Thanks, Tom.

17 The last item I have -- Tom, you were
18 asking about this -- is the right-of-way below
19 the bridge. If you're familiar with the bridge
20 site, you'll note that there's several uses
21 occurring under the bridge. I believe around
22 Spans 5 and 7, BASF maintains parking. A little
23 further north of there, there's a skate park that
24 occurs under the bridge. And up around Spans 17,

1 18, 19, Wilmington Trust Bank uses that area as a
2 parking for their bank as well.

3 These organizations use that land
4 through agreement with DelDOT and a lease. So
5 they have a right to be there. They know that
6 the construction will be occurring, and general
7 notes require the contractor to provide each of
8 the lessees at least four weeks notice to vacate
9 the area and use that area when needed for
10 construction. And I think we also indicate,
11 please use it for the minimum amount of time and
12 try to be as courteous as possible to these
13 folks.

14 MR. CLEMENTS: Neil, to follow-up.
15 Could we use that as a lay-down area to store
16 things and so forth, or is it a limited usage
17 only when we actually have to absolutely have
18 access to the construction?

19 MR. SHEMA: You can use it as a
20 lay-down area as our discussions with the owners.
21 I think some areas are more, you know, available
22 than others. For example, I think I mentioned
23 earlier the two spans north of the railroad are
24 utilized somewhat by the town of Newport. Those

1 are Spans 9 and 10. Basically, they're mostly
2 empty. They might have a truck there or
3 something. So that would make them a more
4 logical choice centered on the length of the
5 bridge.

6 Now, the folks with the skate park, I
7 mean, you can do it, but I think they would
8 probably prefer that you minimize the amount of
9 impact.

10 MR. CLEMENTS: But basically, if the
11 contractor can work out an arrangement with those
12 folks that are leasing those properties, then
13 that's fine.

14 MR. SHEMO: Yes. There would be no
15 objection.

16 Any questions on the right-of-way?

17 MR. ARNDT: Kevin with Cherry Hill.

18 The lease agreements that are with
19 these other organizations, are they going to be
20 part of the contract documents?

21 MR. SHEMO: No, they are not part of
22 the contract documents. There is a list of
23 contacts for each entity that leases the property
24 through DelDOT. I think there's five of them.

1 MR. CLEMENTS: Neil, another
2 follow-up with that.

3 Are there any spans that are just our
4 property that are not leased?

5 MR. SHEMO: Not that I'm aware of.

6 MR. CLEMENTS: So everything that's
7 underneath of that bridge is basically in a lease
8 agreement of some sort.

9 MR. SHEMO: Yes. The only spans that
10 are not are over the waterway, over Amtrak or
11 over a street.

12 MR. FIELD: Bob Field from Eastern
13 Highway.

14 So these properties under the bridge,
15 during the term of the contract, we have access
16 to them and we can use them for our purposes. Is
17 that what you're saying?

18 MR. CLEMENTS: Provided we have
19 approval from the lessee; correct, Neil?

20 MR. SHEMO: I wouldn't say you need
21 technically approval. You need to notify them.
22 It is in the lease agreement that DelDOT owns the
23 property, but it is leased out. So you just need
24 to notify the lessee.

1 MR. CLEMENTS: Okay. So it's more a
2 notification to them, not something that they
3 have a right to and have to approve.

4 MR. SHEMA: Correct. That's my
5 understanding.

6 MR. SONEJI: I think we can a get
7 further clarification so that everything gets
8 clear. We will answer that question.

9 I think the main issue is that we
10 don't have all the leases. There may be some
11 verbal lease agreements; there may be some
12 written lease agreements. We don't have
13 everything, and it's just before us.

14 MR. CLEMENTS: I think that needs to
15 be clear, Jiten. That can make a big difference
16 in the bid.

17 MR. SONEJI: I agree. We'll clarify
18 that.

19 MR. SHEMA: That was all I had, if
20 there's any other questions.

21 MR. MARINIS: I have a question. So
22 with Marinis Brothers.

23 For the containment, are we allowed
24 to attach to the structure? And where can we and

1 how can we? Because obviously you're going to
2 need room for supports.

3 MR. SHEMA: How are you thinking of
4 attaching?

5 MR. MARINIS: I would have to give it
6 to my engineer to see. Because there's no place
7 to attach except to the piers and then you have a
8 lot of sag. There's no place to put any kind of
9 clamps or anything like that.

10 MR. SHEMA: Yeah, there's not. I
11 think we should consider that. I would say off
12 the cuff, though, Sot, that welding to the
13 structure probably would not be allowed.

14 MR. MARINIS: Maybe drilling holes.

15 MR. SHEMA: We would have to review
16 where you're going to drill them.

17 MR. MARINIS: I just want to know
18 before we -- to price this out, it might jack the
19 price up a lot if we can't attach or do anything
20 to the structure. It might not even be possible
21 to contain it.

22 MR. SHEMA: I would think that
23 attachment to the structure is possible, but the
24 location and the frequency of how you would do it

1 would need to be reviewed.

2 MR. CLEMENTS: I think that's another
3 one we should look at, Neil.

4 If we can provide you more direction,
5 Sot, we'll try to do that.

6 MR. MARINIS: Do we even know where
7 the critical areas were? Because you might even
8 have to put anchors up on the bottom of the deck,
9 too.

10 MR. CLEMENTS: That might also assist
11 in installing a protection shield; some of that
12 same information.

13 MR. SONEJI: Are there any questions
14 for Amtrak since we have a representative from
15 Amtrak?

16 MR. ARNDT: Kevin with Cherry Hill.
17 The flagging cost, is that part of
18 the contractor or part of the owner?

19 MR. SONEJI: No, we'll reimburse back
20 to Amtrak. It's not part of the contract.

21 MR. ARNDT: We will write the check
22 and then you will reimburse us?

23 MR. SONEJI: No, we will directly
24 reimburse to Amtrak. That is in the construction

1 agreement which we are in the process of working
2 with Amtrak.

3 MR. ARNDT: Is this an electrified
4 railway?

5 MR. SONEJI: Yes. To our knowledge,
6 yes.

7 MR. ARNDT: Has the right-of-way
8 clearance been defined or associated with the
9 electrical clearance? Does that take into
10 account the distance required for those
11 electrification lines?

12 The aerial clearance has been shown
13 in the drawings and I believe they're 20 or 21
14 feet. Does that take into account the clearance
15 required for electrification? Sometimes that's
16 26, 28 feet.

17 MR. SHEMA: You're referring to when
18 you design your demolition shield?

19 MR. ARNDT: Yes.

20 MR. SHEMA: I think it does include
21 the height.

22 MR. GOTTFRIED: We'll clarify that in
23 the addendum.

24 Any other questions?

1 MR. FIELD: Bob Field from Eastern
2 Highway.

3 Can you kind of generally go over the
4 schedule of the job, and then one question I have
5 is, it says you're going to have a notice to
6 proceed of 2/28, which is not that far away, and
7 a lot of this work requires shop drawings and
8 fabrication. You'll have a notice to proceed and
9 you won't really have much to do until you get
10 all the materials.

11 Is that already factored into the
12 days of the contract?

13 MR. SONEJI: We'll respond back to
14 you. A general schedule -- can you clarify your
15 question? I'm not sure if I'm understanding your
16 question.

17 MR. FIELD: The contract time will
18 start February 28th.

19 MR. SONEJI: That's correct.

20 MR. FIELD: 810 days starts ticking
21 then. By the time you get a signed contract and
22 do shop drawings and get materials, you may not
23 be able to do anything until March -- the end of
24 March or even April or even later. It takes time

1 to get the structural steel materials, the
2 expansion joints, things like that.

3 MR. SONEJI: There may be some lead
4 time -- if I understand your question, there may
5 be lead time for some material, but not all
6 materials require any lead time. Like repairs to
7 the piers and all those things, they may not
8 require any lead time.

9 That's your plan, how you want to
10 plan it to get it done within 810 days. I don't
11 know if we can specify which one you want to do
12 now or later. You have to figure it out
13 yourself.

14 MR. CLEMENTS: But I would add, Bob,
15 I think there can be some flexibility to that
16 start date depending on when the bids come in,
17 when we actually get that award date.

18 Jiten, you can help me here a little
19 bit, but I don't know that there's a criticality
20 about that February 28th date.

21 MR. SONEJI: We may have some -- I
22 agree with you. We may have some flexibility,
23 not a whole lot because of the job when we intend
24 to finish it and another job we need to start

1 after this job is done, Bridge 159. So we can
2 review that.

3 MR. CLEMENTS: We'll try to give you
4 some better clarification in the addendum, Bob.

5 MR. DOUGHERTY: Bernie from JD
6 Eckman.

7 Are there any requirements for manned
8 safety boats?

9 MR. SONEJI: We'll get back with you.
10 That's a good question.

11 MR. MARINIS: Sot with Marinis
12 Brothers.

13 Do we have any time restrictions or
14 noise ordinances from Newport?

15 MR. SONEJI: We have the waiver.

16 MR. SHEMO: Just to clarify that.
17 The waiver was both from the town of Newport and
18 the County of New Castle.

19 MR. SONEJI: That's correct. Thank
20 you.

21 MR. GOTTFRIED: Any other questions?

22 MR. LEWIS: Matt Lewis with Neshaminy
23 Constructors.

24 Does Amtrak have an available

1 schedule for the trains on a daily basis?

2 MR. BOND: I'll make sure you get a
3 copy of it.

4 MR. LEWIS: Okay.

5 MR. GOTTFRIED: Any other questions?

6 This PowerPoint presentation will be
7 on Delaware.bids, which you can go from our Web
8 site underneath the project name for this
9 project. It will be one of the attachments.
10 Once you click into it, you'll be able to bring
11 up this PowerPoint presentation. I will try to
12 add that either today or tomorrow.

13 Any other questions?

14 MR. ARNDT: Kevin with Cherry Hill.

15 Are there any other users of that
16 railway line?

17 MR. SONEJI: I'm sorry. Say that
18 again?

19 MR. ARNDT: Are there any other
20 railroad users on that line?

21 MR. SONEJI: Not that we know.

22 MR. BOND: There may be freight. I
23 have to check that area.

24 MR. GOTTFRIED: Any other questions?

1 Before we end the meeting, if you
2 have not signed in, I do need you to come up and
3 sign this form.

4 Thank you for coming, everybody. I
5 look forward to seeing your bids. If you have
6 any questions, please contact me. Have a good
7 day.

8 (Pre-bid meeting adjourned at 11:30
9 a.m.)

C E R T I F I C A T E

I, Vera T. Sitze, a Notary Public and Registered Professional Reporter, do hereby certify that the foregoing is an accurate and complete transcription of the proceeding held at the time and place stated herein, and that the said proceeding was recorded by me and then reduced to typewriting under my direction, and constitutes a true record of the testimony given by said witnesses.

I further certify that I am not a relative, employee, or attorney of any of the parties or a relative or employee of either counsel, and that I am in no way interested directly or indirectly in this action.

Vera T. Sitze

Notary Public of the State of _____



Reporter Certificate #257-RPR, Exp. 01-31-11

My commission expires August 29th, 2012

Contract T200907403.01
Mandatory Pre-Bid Meeting - January 13, 10:30 A.M.
Attendees

Name	Organization	Phone Number
MARK STITZ	CROSSING CONST. CO INC.	215-493-0205
RICH COVER	CROSSING CONST CO INC	215-493-0205
BULENT HAMAMCIOGLU	CHERRYHILL CONST.	410-984-1418
TOM CLEMENTS	DELDOT. NORTH CONSTRUCTION	302-894-6340
BARRY BECKETT	DELDOT NORTH CONSTRUCTION	302-894-6327
NEIL SHERO	AECOM	717-790-3463
LEZRY JOLSKY	DAISY CONSTRUCTION CO	302-658-4417
KYLE OSZEYCHAK	AECOM	215-789-2107
DAN RADLE	AECOM	717-790-3465
Joe Paolini	ATLAS PAINTING	716-564-0490
MATT LEWIS	NESHAMINY CONSTRUCTORS	215-840-8363
JOE CORRAPO	GREGGO + FERRARA	302-658-5241
Bernie Dougherty	JD Eckman, Inc.	610-842-1167
Kevin Arndt	Cherry Hill Construction	410-799-3577
Louise Ho It	DELDOT PR	760-2082
Robert King	" "	760-2074
Peter Grony	Mumford & Miller Const., Inc.	(302) 378-7736
Chuck Regnier	Century Engineering	302-734-9533
Sam Marinis	Marinis Bros. Inc.	(302) 322-9663
BARRY BOND	Amtrak	215-651-3289
Steve Richter	DELDOT	302-760-2317
Ahmad Fagiri	DELDOT	(302) 760-2312
Susan Trentham	J.J.I.D	302-836-0414 x123
BOB FIELD	EHS, INC.	702-777-7673
JITEN SONEJI	DELDOT, Bridge	302-760-2299
SCOTT S. GOTTFRIED	DELDOT	302-760-2031

Federal Aid Project No. EBHOS-N 271(2)

**BR 1-501 (SR 141/NEWPORT VIADUCT) OVER SR 4, AMTRAK & CHRIST
NEW CASTLE COUNTY**

LOCATION

These improvements are located in NEW CASTLE County more specifically shown on the Location Map(s) of the enclosed Plans.

DESCRIPTION

The improvements consist of furnishing all materials for THE IMPROVEMENTS CONSIST OF FURNISHING ALL MATERIALS FOR THE REHABILITATION OF BRIDGE 1-501 LOCATED AT THE INTERSECTION OF SR 141 AND SR 4 IN THE TOWN OF NEWPORT, NEW CASTLE COUNTY, DELAWARE AND CARRIES SR 141 OVER SR 4, LOCAL ROADS, AMTRAK AND THE CHRISTINA RIVER. THE WORK INVOLVES REPAIR OF DETERIORATED SUBSTRUCTURE UNITS; REMOVAL AND RECONSTRUCTION OF THE ABUTMENT BACKWALLS AT ABUTMENT M1, M2 AND 2; REMOVAL AND REPLACEMENT OF SELECT BRIDGE BEARINGS; CLEANING AND PAINTING OF THE STRUCTURAL STEEL; STRUCTURAL STEEL REPAIRS; MILLING OF THE CONCRETE BRIDGE DECK AND PLACEMENT OF A LOW-PERMEABILITY CONCRETE OVERLAY; STRENGTHENING OF THE CONCRETE BRIDGE BARRIER; REPLACEMENT OF THE BRIDGE EXPANSION JOINTS; REMOVAL AND REPLACEMENT OF THE APPROACH SLABS ADJACENT TO ABUTMENTS M1, M2 AND 2; REPAIR OF THE EXISTING SIGN STRUCTURES AT PIERS 3 AND 13; AND INSTALLATION OF NEW GUIDE SIGNS AND SIGN SUPPORTS AT SPAN 17 AND OTHER INCIDENTAL CONSTRUCTION IN ACCORDANCE WITH THE LOCATION, NOTES AND DETAILS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER., and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION DATE

All work on this contract must be complete within 810 Calendar Days. The Contract Time includes an allowance for 132 Weather Days

It is the Department's intent to issue a Notice to Proceed such that work starts on or about February 28, 2011.

ELECTRONIC BIDDING

This project incorporates the electronic bidding system Expedite 5.2b. Bidder wishing to use the electronic bidding option should request a bid file disk and installation CD.

PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.
2. The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; <http://www.del.dot.gov/information/business/pr> you may request a copy by calling (302) 760-2555.

SPECIAL NOTICE TO CONTRACTORS

The following documentation will be required with the Bid Proposal Form. If this documentation is not submitted with the bid, the bid will be considered Non-responsive.

Proof is required that the Prime Contractor, if he/she is performing the cleaning/painting operation, and any cleaning/painting Subcontractors are certified by the Steel Structures Painting Council (SSPC) Painting Contractor Certification Program (PCCP) QP-1 and QP-2. Such certification shall be for the duration of the project.

LIQUIDATED DAMAGES, ROAD USER COSTS

- A. Route 141 Temporary Lane and Shoulder Restriction Road User Cost for Failure to Re-open Traffic Lanes on time.

The Contractor shall maintain all through lanes, ramps, and shoulders of Route 141 fully open to traffic except during allowable temporary closure periods of through lanes, ramps, and shoulders specified in the contract plans and specifications. The Contractor shall notify the Engineer, in writing, a minimum of one week in advance of his/her intended start date of any lane, ramp, or shoulder closure.

- B. As detailed in the Plans, all work must be substantially complete within 810 calendar days. Should the Contractor fail to substantially complete all work within the 810 calendar days allotted, the Department will assess Liquidated Damages, as specified in Section 108.08 of The Standard Specification, Prosecution and Progress beginning on the 811th calendar day, until such time as all work is substantially complete.

- C. A Road User Cost of Twenty Thousand Dollars (\$20,000) per calendar day will be assessed each day that the full contract completion time (810 Calendar Days), plus any approved time extension, is exceeded until all traffic lanes ramps, and shoulders on Route 141/Bridge 1-501 are fully open to traffic. This is in addition to the standard liquidated damages described in Section 108.08 of the Standard Specifications.

If all travel lanes, ramps, and shoulders of the project are fully open to traffic, but substantial completion is not reached by the contract completion time, plus any approved time extension, liquidated damages as defined in Standard Specification Section 108.08, Failure to Complete on Time will be assessed until substantial completion is achieved.

- D. Special Provision 763500 – Maintenance of Traffic defines Lane and Shoulder Restrictions for this Project. Road User Costs will be assessed as follows for failure to comply with the temporary lane and shoulder closure restrictions outlined in the Project Special Provisions section entitled Lane and Shoulder Restrictions:

Weekday Road User Cost (Monday AM through Friday AM)		
Official Time that All Lanes and Shoulders are Re-opened	Road User Cost Per Hour	Total (Cumulative)
Up through 4:59 AM	\$0.00	\$0.00
5:00 AM through 5:59 AM	\$3,000.00	\$3,000
6:00 AM through 6:59 AM	\$5,000.00	\$8,000
7:00 AM through 7:59 AM	\$10,000.00	\$18,000
Later than 8:00 AM	N/A	Maximum per day \$20,000

- E. Lane closures on Saturday and/or Sunday, when the Contractor has failed to fully open Route 141 by 8:00 AM on the previous Friday morning, will result in the assessment of the maximum Road User Cost (\$20,000) for each day or portion thereof that traffic lanes are not fully open to traffic. The maximum Road User Cost will be assessed each day until all lanes of Route 141 are fully opened to traffic.

- F. Official time will be kept by the Engineer or his representative. Any portion of an hour will be considered a full hour as far as the Weekday/Weekend Road User Cost is concerned. Road User Costs will not be prorated.

- G. CPM Schedule, Updates and Other General Conditions

1. The Road User Costs above do not alter or replace the liquidated damages as specified in Standard Specification Subsection 108.08 "Failure to Complete on Time". Once the Contract Completion Date has been reached, Standard Specification Liquidated Damages will be assessed on the Contract as a whole.

2. In order to minimize disruption and cost to the traveling public, the Contractor shall give his/her full attention to this project, such that all work will be completed as soon as possible after "Notice to Proceed".
3. CPM Schedule and Updates for this contract shall be required as specified in special provision 763508 Project Control System Development Plan and 763509 CPM Schedule Updates and/or Revisions.
4. DelDOT calculates that for the Contractor to meet the stated phase completion times and the overall project completion time, multiple crews may be needed for the duration of the project. The Contractor shall observe lane closure restrictions, work time restrictions, and areas within the project limits requiring daytime and/or nighttime operations as noted in the Plans.
5. The substantial completion of the project shall be determined solely by the Engineer.
6. Calendar day shall be as defined in Standard Specification 101.13, Calendar Day.
7. As used herein:
 - (a) as to "substantially complete" the definition used in Section 101.79 Substantial Completion, is applied to this project, and
 - (b) as to "fully open to traffic" means that all travel lanes, ramps, and shoulders are available for unrestricted flow of traffic 24 hours around the clock. Short-term shoulder closures will be permitted to conduct seeding operations and to complete punch list items. Any punch list item requiring a lane closure or disruption of the flow of traffic does not constitute "substantial completion" and will result in time charges and/or liquidated damages to be assessed.

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601502 - TEMPORARY PROTECTIVE SHIELD**Description:**

This work consists of furnishing all materials and installing a temporary protective shield at the locations described and in conformance with the details and notes on the Plans, as described in these Special Provisions, and/or as directed by the Engineer.

Materials and Construction Methods

In order to protect vehicular and railroad traffic, as well as the Christina River, against damage from falling material, debris, and other demolition operations, while superstructure concrete is being removed, the Contractor shall furnish and erect temporary protective structures under the work area and 2'-0" (0.61m) minimum beyond all sides of full depth concrete deck removed.

The Protective Structures shall meet with the following:

1. The shields shall be supplemented with such additional suitable enclosures of tarpaulins or wire mesh as may be necessary in order to insure against the dropping of materials, tools, equipment, and other objects below the level of the shield.
2. Broken concrete and other debris shall not be allowed to accumulate on the shields, but shall be removed promptly. The shields shall not be used for storing or stockpiling construction materials.
3. Timber shall have an allowable flexure stress of 1600 psi (11 MPa) and the shield must be designed for 100 lb/sq. ft. (5 kPa) live load and 60 mph (100 km/hr) wind load.
4. All plywood shall be new and shall be not less than 3/4" (19 mm) thick.
5. Bolts, nuts, washers, structural steel, etc. shall conform to Section 601 of the Standard Specifications.
6. The shield shall be assembled by means of bolts and nails, all as approved by the Engineer.
7. The flooring and siding of the shield shall have no cracks or openings through which material particles may fall.
8. The Contractor shall submit shop drawings for the shields, including erection plans, to the Engineer for approval, prior to the start of the work.
9. All connections of the protective structures to the steel work of existing bridge shall be made by means of clamps or other approved devices. The drilling of holes in the existing steel work, or welding thereto, will not be permitted.
10. Unless otherwise noted on the Plans, the minimum underclearance over roadways (pavement and shoulder) shall be as follows:

14.5' (4.42 m) for interstate and other controlled access highways

14.0' (4.27 m) for all other roadways

Temporary shields over or adjacent to the railroad must not foul the tracks. Provide a minimum underclearance of 21' to top of rail. All elements of the temporary shields must remain a minimum of 2' from the railroad catenary and electrified lines.

No portion of the temporary shield (including connection devices) shall encroach on under clearances.

11. A suggested protective shield has been shown on the Plans. The Contractor may submit alternate protective shield system to the Engineer for approval. If the Contractor intends to use temporary protective shield system other than shown in the Plans, for which he/she shall be required to submit the design and sealed by Professional Engineer registered in the State of Delaware prior to commencing work. No additional payment will be made for this item of work regardless of type of temporary protective shield system used.
12. After protective shield has served its purpose, and approval has been given by the Engineer, the Contractor shall remove and dispose of the temporary protective shield away from the site to the satisfaction of the Engineer.

Method of Measurement:

The quantity of temporary protective shields will not be measured.

Basis of Payment:

The quantity of temporary protective shield will be paid for at the Contract lump sum price. Price and payment will constitute full compensation for furnishing all materials and performing the work as detailed and noted on the Plans, for removal and disposal of the protective shield materials, and for all labor, tools, equipment, and incidentals necessary to complete the work.

1/25/11

- (d) Sketch of location of newly referenced horizontal control, with text printout of coordinates, method of reference and field notes associated with referencing control.
- (e) Description of newly established benchmarks with location, elevation and closed loop survey field notes.
- (f) All updated electronic and manuscript survey records.
- (g) Stakeout plan for each structure and culvert.
- (h) Computations for buildups over beams, screed grades and overhang form elevations.
- (i) A report showing differences between supplied baseline coordinates and field obtained coordinates, including a list of preliminary input data.
- (j) Any proposed plan alteration to rectify a construction stakeout error, including design calculations, narrative and sealed drawings.
- (k) Baseline for each borrow pit location.
- (l) Detailed sketch of proposed overhead ground mounted signs or signals showing obstructions that may interfere with their installation.
- (m) Copies of cut sheets.

Method of Measurement:

The quantity of Construction Engineering will not be measured.

Basis of Payment:

Payment will be made at the Lump Sum price bid for the item "Construction Engineering". The price bid shall include the cost of furnishing all labor, equipment, instruments, stakes and other material necessary to satisfactorily complete the work as herein described under this item for all roads and structures that are a part of the contract. Adjustment in payment will be made for the deletion or addition of work not shown in the contract documents.

Monthly payment will be made under this item in proportion to the amount of work done as determined by the Engineer.

8/29/07

763502 - MAINTENANCE OF RAILROAD TRAFFIC (AMTRAK)
National Railroad Passenger Corporation (Amtrak)

Description:

This item shall consist of complying with all the terms and conditions set and defined under these specifications and notes on the Plans while performing the construction activities of this Contract.

The Contractor shall note that the proposed work involves construction operations on the property owned and/or controlled by AMTRAK, and will be performed adjacent to the high speed main electrified tracks of the Railroad, and in the vicinity of high voltage line of the Railroad. In working near these lines, great care must be exercised and the Railroad's rules detailing requirements for clearance to be maintained, between equipment and energized wires and other instructions in regard to working in the vicinity of their electric operations and requirements must be strictly observed whenever the tracks, structures, or properties of AMTRAK are involved or affected.

General:

Whenever in these Specifications and/or other Contract Documents the term "Railroad" is used without further qualifications, it shall mean and be taken to mean the National Railroad Passenger Corporation or Amtrak; "Chief Engineer" shall mean Amtrak's Chief Engineer or his/her duly authorized representative; and "Permittee" and / or "Contractor" shall mean the entity that will be performing on or about Amtrak's property, i.e. DelDOT's Contractor or their subcontractors.

Pre-Entry Meeting:

Before entry of Permittee and/or Contractors onto Railroad's property, a pre-entry meeting shall be held at which time Permittee and/or Contractors shall submit for written approval of the Chief Engineer, plans, computations and a detailed description of proposed methods for accomplishing the work, including methods for protecting Railroad's traffic. Any such written approval shall not relieve Permittee and/or Contractor of their complete responsibility for the adequacy and safety of their operations.

Rules, Regulations and Requirements:

Railroad traffic shall be maintained at all times with safety and continuity, and Permittee and/or Contractors shall conduct their operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee and/or Contractors shall be responsible for acquainting themselves with such rules, regulations and requirements. Any violation of Railroad's safety rules, regulations, or requirements shall be grounds for the immediate suspension of Permittee and/or Contractor work, and the re-training of all personnel, at Permittee's expense.

Maintenance of Safe Conditions:

If tracks or other property of Railroad are endangered during the work, Permittee and/or Contractor shall immediately take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee and/or Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee and/or Contractors, shall be paid by Permittee.

Protection in General:

Permittee and/or Contractors shall consult with the Chief Engineer to determine the type and extent of protection required to ensure safety and continuity of railroad traffic. Any Inspectors, Track Foremen, Track Watchmen, Flagmen, Signalmen, Electric Traction Linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee and/or Contractors. The cost of same shall be paid directly to Railroad by Permittee. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee and/or Contractors from

their complete responsibility for the adequacy and safety of their operations..

Protection for Work Near Electrified Track or Wire:

Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity of electrified tracks, must be strictly observed. No employees or equipment will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee and/or Contractors must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.

Fouling of Track or Wire:

No work will be permitted within twenty-five (25) feet of the centerline of track or the energized wire or have potential of getting within twenty-five (25) feet of track wire without the approval of the Chief Engineer's representative. Permittee and/or Contractors shall conduct their work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer's representative. When Permittee and/or Contractors desire to foul an active track, they must provide the Chief Engineer's representative with their site-specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of Railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire and requires the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer's representative, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford the Permittee and/or Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer's representative.

The Contractor shall note that trackbed grading extend closer than fifteen (15) to the centerline of the adjacent track and existing access along much of the corridor is also within the fouling limit. As such, a fouling plan(s) will be required for this project.

As depicted in the Catenary Structure Reference drawings, high voltage electric lines (132 kV and 230 kV) are located above the catenary lines. Although requests may be submitted for de-energizing catenary lines, the Contractor shall develop his work plan assuming that the high voltage lines will remain energized at all times.

Track Outages:

Permittee and/or Contractors shall verify the time and schedule of track outages from Railroad before scheduling any of their work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee and/or Contractors shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee and/or Contractors shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

Amtrak has indicated that train dispatch requirements MAY allow closure of the adjacent track (single track operation) from 10:00 PM to 5:00 AM each night. Requests for these track and catenary outages shall be submitted a minimum of 30 days prior to the date requested. De-energizing and re-energizing the catenary may require up to 1 hour on each end of this work window, reducing the effective work time to 5 hours.

In addition, "55 Hour Work Windows" (from 10:00 PM Friday to 5:00 AM Monday) MAY be approved up to once per month. Requests for these track and catenary outages may require requests to be submitted up to 180 days prior to the date requested. De-energizing and re-energizing the catenary may require up to 1 hour on each end of this work window, reducing the effective work time to 53 hours.

Demolition:

During any demolition, Contractor must provide horizontal and vertical shields, designed by a Professional Engineer registered in the state in which the work takes place. These shields shall be designed in accordance with the Railroad's specifications and approved by the Railroad, so as to prevent any debris from falling onto the Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

Ballasted track structure shall be kept free of all construction and demolition debris.

Equipment Condition:

All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer's representative. Under no circumstances shall any equipment or materials be placed or stored within twenty-five (25) feet from the centerline of an outside track, except as approved by the Site Specific Safety Work Plan. To ensure compliance with this requirement, Permittee and/or Contractors must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer's representative. Permittee and/or Contractors will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

Storage of Materials and Equipment:

No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of 25 feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when the Permittee and/or Contractor is not on the project site.

Condition of the Railroad's Property:

Permittee and/or Contractors shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee and/or Contractors shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Permittee and/or Contractors and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

Safety Training:

All individuals, including representatives and employees of Permittee and/or Contractors, before entering onto Railroad's property or coming within twenty-five (25) feet of the centerline of the track or energized wire shall first attend Railroad's Safety Orientation Class. The Safety Orientation Class will be provided by Railroad's Safety Representative at Permittee's expense. A photo I.D. will be issued and must be worn/displayed while on Railroad property. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee. Permittee and/or Contractors shall appoint a qualified person as their Safety Representative. He/she shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records shall be maintained with the site specific work plan.

The Contractor shall appoint a qualified person as its Safety Representative. He/she must be approved by the Railroad's Representative and will be given special instruction on conducting the Safety Orientation Class. The Contractor's appointee will be responsible for giving instruction to those Contractor/subcontractor employees who will come onto the Railroad's property for short periods of time after the initial Safety Orientation Class has been given by the Railroad, and will keep the Railroad's Safety Representative informed as to which employees have attended the Class and received the required safety training. The safety

representative shall continuously assure that all individuals comply with the Railroad's safety requirements. All safety training records shall be maintained with the site specific work plan.

No Charges to Railroad:

It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee and/or Contractors, unless Railroad gives a written request that such work be performed at Railroad's expense.

Railroad Protective Services:

State, City (or other Authority letting the Contract) will pay directly to the Railroad, charges by the Railroad for protective services. Wages of the Railroad's Inspector and/or Engineers are deemed to be also included in the Railroad's protection services. The services are performed to insure safe operations of trains when construction work would, in the Railroad's opinion, be a hazard to Railroad operations.

Protection services will be required whenever the Contractor is performing work over, under, or adjacent to the Railroad track or right-of-way, such as excavating, sheeting, shoring, erection, and removal of forms, handling material, using equipment which by swinging or by failure could foul the track, and when any other type of work being performed, in the opinion of the Railroad, requires such service.

Insurance:

In addition to any other form of insurance or bonds required under the terms of the Project, and before any work on the Project is commenced, the Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

A. **WORKERS' COMPENSATION INSURANCE:** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than \$1 million each accident or illness shall be included.

In the event the Operations are to be performed on or over navigable waterways, a Longshoremen and Harbor Workers' Compensation Act Endorsement and a Maritime Coverage Endorsement are to be added, including coverage for wages, transportation, maintenance and cure

B. **GENERAL LIABILITY INSURANCE:** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad and any Explosion/Collapse/Underground (X-C-U) exclusions deleted. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$20 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability

C. **AUTOMOBILE LIABILITY INSURANCE:** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the

jurisdiction in which they are to be operated, and which are not covered under Contractor's Commercial General Liability insurance. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence

D. RAILROAD PROTECTIVE LIABILITY INSURANCE: covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of the National Railroad Passenger Corporation (and as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$10 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$20 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

The original RRP Liability Insurance Policy must be submitted to Amtrak prior to commencement of Operations.

In the alternative, and upon Amtrak's approval, Contractor may elect to have Amtrak insure the Operations under its Blanket RRP Liability Insurance Program. The premium, which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of the Agreement, shall be prepaid by Contractor. In the event Contractor and Amtrak agree to insure the Operations under Amtrak's RRP Program, Contractor shall include the RRP premium of (to be determined by Amtrak at the time of application for right-of-entry) in addition to the Permit Fee, and send its check made payable to National Railroad Passenger Corporation to the individual set forth below prior to commencement of Operations.

E. ALL RISK PROPERTY INSURANCE covering physical loss or damage to all property used in the performance of the Operations. The policy shall have limits of liability adequate to cover all property of Contractor (including personal property of others in Contractor's care, custody or control) and shall include a waiver of subrogation against Amtrak, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue

F. CONTRACTOR'S POLLUTION LIABILITY INSURANCE covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor with National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence with no sunset clause.

G. POLLUTION LEGAL LIABILITY INSURANCE is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to Amtrak. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state

and local laws, rules and regulations shall be obtained by Contractor.

H. PROFESSIONAL LIABILITY INSURANCE covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have limits of liability of not less than \$10 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of two hundred fifty thousand dollars (\$250,000), but in such case the deductible is the sole responsibility of Contractor, and no portion of such deductible is the responsibility of Amtrak.

Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

I. CLAIMS-MADE INSURANCE: If any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements).
2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims.
3. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Commercial General Liability, Professional Liability) for at least three (3) years following completion of the Operations; and
4. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least two (2) years to report claims arising from Operations.

Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Director Project Initiation & Development
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
Philadelphia, PA 19104-2817

Work may not proceed on Amtrak property until all insurance requirements have been met to the satisfaction of Amtrak's Director of I & C Projects or his/her duly authorized representative.

DATA REQUIRED FOR APPROVAL OF BRIDGE ERECTION, DEMOLITION OR OTHER HOISTING OPERATIONS OVER TRACKS OF THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

- A. Plan view showing location(s) of cranes, operating radii, with delivery and/or disposal locations shown. Provide all necessary dimensions for locating the elements of the plan.
- B. Plans and computations showing the weight of the pick.
- C. Crane rating sheets, demonstrating that cranes are adequate for 150% of the calculated pick weight. That is, the cranes shall be capable of picking 150% of the load, while maintaining normal, recommended factors of safety. The adequacy of the crane for the proposed pick shall be determined by using the manufacturer's published crane rating chart and not the maximum crane capacity. Crane and boom nomenclature is to be indicated.
- D. Calculations demonstrating that slings, shackles, lifting beams, etc. are adequate for 150% of the calculated pick weight.
- E. Location plan showing obstructions, indicating that the proposed swing is possible. "Walking" of load using two cranes will not be permitted. Rather, multiple picks and repositioning of the crane may be permitted to get the load to the needed location for the final pick, if necessary.
- F. Data sheet listing types and sizes of slings and other connecting equipment. Include copies of catalog cuts for specialized equipment. Detail attachment methods on the plans.
- G. A complete procedure, indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.
- H. Temporary support of any components or intermediate stages, as may be required.
- I. A time schedule of the various stages, as well as a schedule for the entire lifting process.

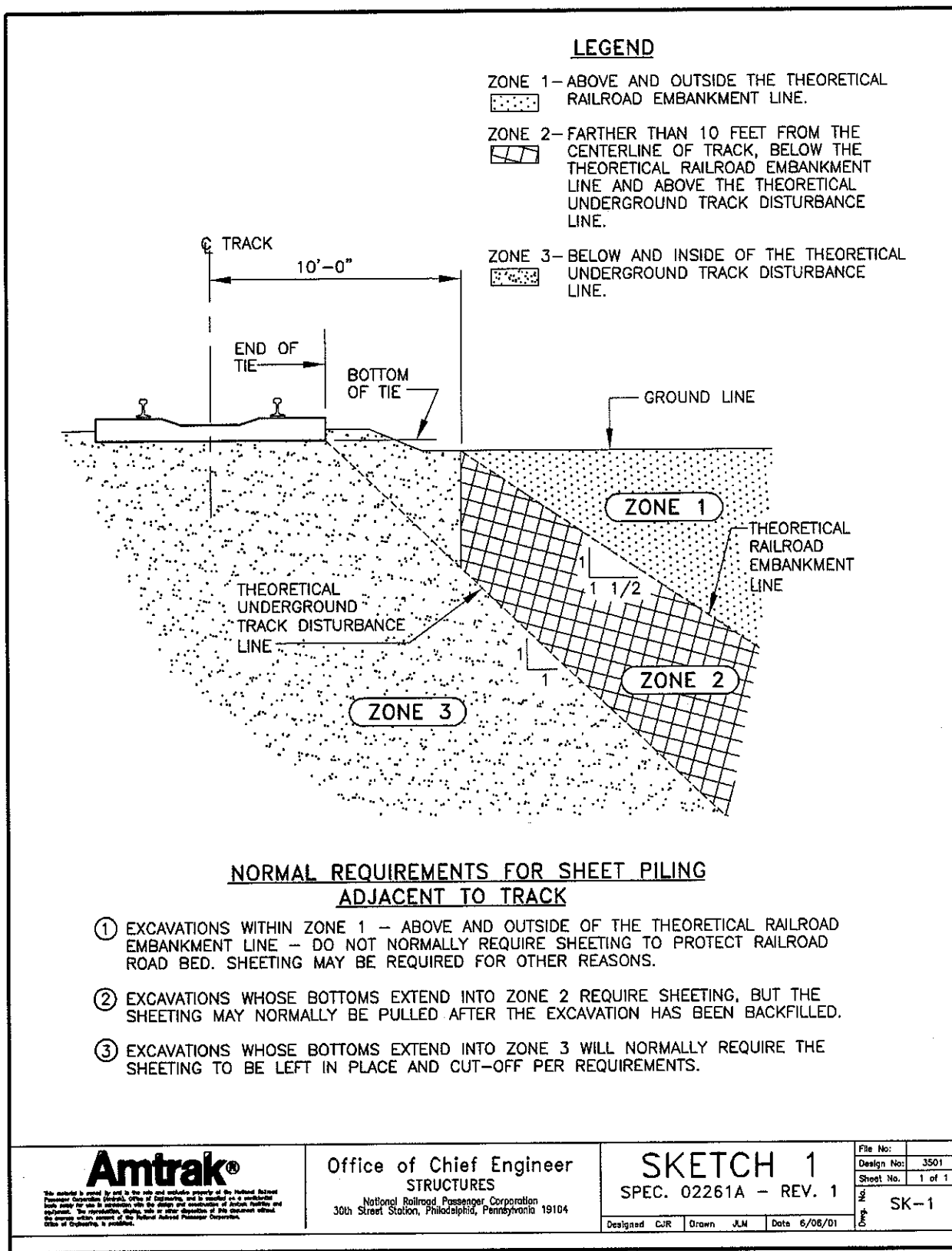
Submit five (5) sets of plans and calculations to the Assistant Chief Engineer's duly authorized representative whose name and address will be provided at the project preconstruction meeting.

REQUIREMENTS FOR TEMPORARY SHEETING AND SHORING TO SUPPORT AMTRAK TRACKS

The following items are to be included in the design and construction procedures for all permanent and temporary facilities adjacent to AMTRAK tracks.

- A. Footings for all piers, columns, walls, or other facilities shall be located and designed so that any temporary sheeting and shoring for support of adjacent track or tracks during construction, will not be closer than toe of ballast slope. The dimension from gage of rail to toe of ballast, along tangent track, is 7'-5"; see dimensions on Track standard plans for curved track dimensions.
- B. **USE OF SHEETING:** When support of track or tracks is necessary during construction of the above-mentioned facilities, interlocking steel sheeting, adequately braced and designed to carry Cooper E80 live-load plus 50 percent impact allowance is required. Soldier piles and lagging will be permitted for track support **ONLY** when required penetration of steel sheet piling cannot be obtained, due to site-specific conditions that make steel sheet piling placement impracticable, in the opinion of the authorized, Amtrak design review engineer.
 - 1. For usual soil conditions and limited excavations, sheeting is required when the near-track excavation extends beneath or nearer to the track than the Theoretical Railroad Embankment Line. The Theoretical Railroad Embankment Line is defined as a line that starts at grade, ten foot from the centerline of the outer track, and extends downward, away from the track, at a slope of 1-1/2 horizontal to one vertical.

2. For special soil conditions, such as soft organic soils and rock conditions, and for unusual excavation conditions, temporary supports for excavations may be necessary even when the limits fall beyond the Theoretical Railroad Embankment Line, requiring site specific analysis by a professional, geotechnical engineer.
3. See Sketch SK-1, "Normal Requirements for Sheet Piling Adjacent to Tracks".
- C. Exploratory trenches, three feet deep and 15 inches wide in the form of an "H", with outside dimensions matching the proposed outside dimensions of sheeting, shall be hand dug, prior to placing and driving the sheeting, in any area where railroad or utility underground installations are known or suspected. These trenches are for exploratory purposes only, and shall be backfilled and immediately compacted, in layers. This work shall be performed only in the presence of a railroad inspector.
- D. Absolute use of track is required while driving sheeting adjacent to running track. Track usage shall be prearranged per standard procedures, through the Amtrak project representative.
- E. Cavities adjacent to sheet piling, created by pile driving, shall be filled with sand, and any disturbed ballast shall be restored and tamped immediately.
- F. Sheet piling cutoffs
 1. During construction, sheeting shall be cut off at an elevation no higher than the top of tie.
 2. At the completion of construction activities involving the use of sheet piling, sheet piling may be pulled if there will be no adverse impact to the railroad track support bed, as determined by the Amtrak site engineer. This will generally be permitted when both of these conditions are met:
 - a. The sheeting face is at least ten feet distant from the centerline of track, and
 - b. The bottom of the excavation that the sheeting supported prior to backfilling, does not fall within an assumed influence zone under the tracks. The assumed influence zone is defined as the area, as seen in cross-sectional view, falling beneath the Theoretical Underground Track Disturbance Line. This line is defined as a line that starts at the end and bottom of the ties, and extends from the track outward and downward at a one-to-one (45-degree) slope.
 3. Sheet piling that is to be left in-place, shall be cut off below the ground line a. at least eighteen inches below final ground line at the sheeting, and b. no higher than 24 inches below the elevation of the bottom of the nearest ties
 4. See Sketch SK-1, "Normal Requirements for Sheet Piling Adjacent to Tracks".
- G. The excavation adjacent to the track shall be covered, ramped and protected by handrails, barricades and warning lights, as required by applicable safety regulations, and as directed by Amtrak.
- H. Final backfilling of excavation shall conform to project specifications.
- I. The Contractor shall provide Amtrak with a detailed schedule of proposed construction operations, detailing each step of the proposed temporary construction operations in proximity to Amtrak tracks, so that Amtrak may review and approve the proposed operations, and may properly inspect and monitor operations.
- J. Drawings for the proposed temporary sheeting and shoring shall be signed and sealed by a Licensed Professional Engineer. Complete design calculations, clearly referenced to the drawings, and easy to review, shall be provided with submission of drawings.



- K. Where site specific conditions impose insurmountable restrictions to the design of temporary construction conforming to the limitations listed above, the design of temporary construction shall be developed in close

coordination with Amtrak design review personnel. The Chief Engineer, Structures shall provide final approval of temporary construction that does not conform to the above limitations.

1. When Amtrak grants approval for sheeting closer than standard minimum clearances, the Contractor shall develop a survey plan, if not already required by the project, for the adjacent tracks, to be conducted prior to, during, and after the temporary sheeting construction operations. If settlement is detected, construction operations shall be suspended until the track has been returned to its initial condition, and stabilized, as determined by the Amtrak project site representative.
 2. The Contractor shall stockpile ten (10) tons of approved ballast at the project site, and maintain that amount in ready reserve, to allow for the possible need to restore track profile.
- L. Particular care shall be taken in the planning, design and execution of temporary construction, as relates to railroad slope protection and drainage facilities. Erosion and sediment control best management practices shall be designed and employed, as approved by Amtrak. Any unintended disruption to railroad drainage facilities, caused by the temporary construction, shall be promptly remedied, as directed by the Engineer, solely at the Contractor's cost.
- M. The following Information Sketch is attached: 1. Figure No. SK-1: Normal Requirements for Sheet Piling Adjacent to Track

Submit five (5) sets of plans and calculations to the Assistant Chief Engineer's duly authorized representative whose name and address will be provided at the project preconstruction meeting.

Basis of Payment:

Payment for Maintenance of Railroad Traffic (Amtrak) as herein required shall be paid for at the Contract Lump Sum price bid for "Maintenance of Railroad Traffic (Amtrak)", as shown on the proposal for the Amtrak system, which price and payment shall constitute full compensation for the above requirements which include but are not limited to, all costs of maintaining railroad traffic during the life of the Contract, except Protective Services which will be paid directly to the Railroad by the State; all incidental costs imposed by the Railroad on the Contractor arising from the need to meet any or all requirements outlined herein; furnishing and hauling all materials, for clean up and restoration of railroad site; obtaining and furnishing the required insurance coverage to fulfill the insurance requirements of these special provisions; and for all materials, labor, tools, equipment, appurtenance, and incidentals necessary to complete the item.

Any damage to Railroad property or facilities caused by the Contractor's operations shall be repaired by the Contractor at its own expense and to the satisfaction of the Railroad.

Note:

The Contractor should anticipate an average of 102 passenger train movements plus periodic freight train movements on the railroad tracks below Span 8.

1/25/11

763505 - TRAFFIC OFFICERS

Description:

This item shall consist of providing off-duty police officers to direct and control traffic at any locations as designated by the Engineer. The traffic officers will be used to provide traffic control for active construction operations, as a means of providing enforcement of work zone speed restrictions, to initiate rolling backups closures, to stop traffic when needed and as directed by the Engineer.

Officers will be expected to assist with stopping, controlling and/or maintaining the flow of traffic outside of their vehicle when necessary. During nighttime work the officer shall wear retroreflective ANSI Level II vest or equivalent clothing.

The officer is expected to use his authority to control the traffic to assure not just the safety of the construction personnel but the safety of the traveling public as well. If necessary the Engineer may authorize additional officers to be used for speed enforcement.

Such officers shall wear police officer uniforms. They shall have a marked police vehicle with a full light bar. The vehicle shall be equipped with a radar unit or any other speed-measuring device that will be detectable as radar to assist with slowing traffic. Officers must at all times have radio communication available to inform 911 and DelDOT's TMC of traffic backups or other emergencies. The traffic officers can be either City Police, County Police or State Troopers as required by the Department in accordance with the location of the project and/or availability of the police officers. When questions of local jurisdiction exist the Delaware State Police Department shall decide.

The Contractor will discuss with the Engineer in advance and follow up in writing for approval the schedule of hours and number of traffic officers anticipated for each site or operation. It will be the responsibility of the Contractor to explain to the officer the project activities pertaining to where the officer's services are needed.

Method of Measurement and Basis of Payment:

For bidding purposes, the unit price shall be fixed at \$75.00 per hour. Actual payment shall be based on the submitted invoice from the police department plus ten (10) percent. Payment shall constitute full compensation for the police officer's wages, his vehicle and equipment, the Contractor's allowable administrative cost and any necessary incidentals.

02/19/08

Basis of Payment:

All work and the Contractor's costs in every respect for compliance with the specific conditions imposed by the Coast Guard Commandant and specific under this item, together with the maintenance and removal of the temporary obstruction lights, installing of permanent navigational lights, and all else in connection therewith and incidental thereto which is not provided for under any stipulated pay item "Coast Guard Specific Conditions", which price and payment shall constitute full compensation for furnishing and installing all materials as described herein.

11/2/06

763626 - DIESEL FUEL COST PRICE ADJUSTMENT

I. Description: This section defines the criteria for payments to the Contractor to reflect increases or decreases in the cost of diesel fuel consumed in the performance of applicable construction work. To have the Diesel Fuel Cost Price Adjustment provisions apply to this project, a properly completed Diesel Fuel Cost Price Adjustment Option form must be submitted to the Department with the Bidder's bid proposal. If a properly completed Diesel Fuel Cost Price Adjustment Option form is not provided by the bidder, the Department will consider the option to apply the Diesel Fuel Cost Price Adjustment provisions for the project to be declined. No further opportunity to elect Diesel Fuel Cost Price Adjustment for the project will be made available.

- a. General. These price adjustment provisions apply to contract items in the contract schedule of prices as grouped by category. Specific pay items to be adjusted are attached as an appendix to this Special Provision. General category descriptions and the fuel usage factors which are applicable to each are as follows:

1. **Categories**

- 1.a. **Category A:** Earthwork. The combined total of the applicable item plan quantities must exceed 5,000 CY.
- 1.b. **Category B:** Subbase and Aggregate Base Courses. The combined total of the applicable item plan quantities must exceed 500 tons.
- 1.c. **Category C:** Flexible Bases and Pavements. The combined total of the applicable item plan quantities must exceed 500 tons.
- 1.d. **Category D:** Rigid Bases and Pavements. The combined total of the applicable item plan quantities must exceed 5,000 CY.
- 1.e. **Category E:** Structures. Contract items will be based upon the total square foot price for each structure including any associated items of work, i.e. items not grouped under Categories A thru D.

2. **Diesel Fuel Usage Factors – ENGLISH UNITS**

Category	Factor	Units
A – Earthwork	0.34	Gallons per CY
B – Subbase and Aggregate Base Courses	0.62	Gallons per ton
C – Flexible Bases & Pavements	2.98	Gallons per ton
D – Rigid Bases & Pavements	0.98	Gallons per CY
E – Structures	8.00	Gallons per \$1,000 of work performed

3. **Quantity Conversion Factors – ENGLISH UNITS**

Category	Conversion	Factor
B	SY to ton	90 lbs/Inch of depth/SY
C	SY to ton	112.5 lbs/Inch of depth/SY
D	SY to CY	Inches of depth/36

II. The posted index price will be the monthly price most recent data published by the U.S. Department of Energy, U.S. Energy Information Administration. The source information for the posted price for Delaware No 2 Diesel Retail Sales by All Sellers (Cents per Gallon) may be viewed at the following website:

<http://tonto.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=D220612102&f=M>

The release date for the U.S. Department of Energy, U.S. Energy Information Administration average price data occurs the first Monday of the month three months later, i.e. October prices are released the first Monday of January.

The price index, FB, is the index price posted by the Department, determined as specified above, on the project advertisement date.

PRICE INDEX (FB) FOR DIESEL FUEL

PER GALLON (PER LITER) = \$ 2.563

The price index, FP, will be the index price posted by the Department, determined as specified above, for the month during which the Notice to Proceed (NTP) is issued, and every 90 calendar days thereafter.

III. Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining a price adjustment for diesel fuel cost fluctuations.

- a. Price Adjustment Calculation. When the ratio FP/FB is calculated to be less than 0.95 or calculated to be greater than 1.05, the Department will adjust unit bid price prices in accordance with the following formula:

$$AUP = (FP - FB)(F) + (UBP)$$

where:

AUP = Adjusted Unit Price

FP = Fuel Price Index for the month in which prices are adjusted for applicable construction work.

FB = Fuel Price Index in the Bid Proposal

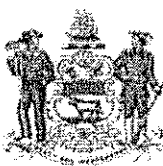
F = Diesel Fuel Usage Factor

UBP = Unit Bid Price specified in the Contractor's Bid Proposal

- b. Payment of Adjusted Unit Prices. The unit bid prices of work items affected by the fuel escalation will be adjusted by work order, either up or down, at Notice to Proceed and every 90 Calendar Days thereafter.
- c. Expiration of Contract Time. If the Contractor exceeds the authorized allotted completion time, the adjusted item prices on the last authorized allotted work day shall be the prices used during the time liquidated damages are assessed. However, if the posted price for diesel fuel goes down, the item prices shall be adjusted downward accordingly.
- d. Final Quantities. Upon completion of the work and determination of final pay quantities, an adjusting work order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for FP used in the price adjustment formula will be the average of all FP's previously used for computing price adjustments.
- e. Inspection of Records. The Department reserves the right to inspect the records of the prime contractor and its subcontractors and material suppliers to ascertain actual pricing and cost information for the diesel fuel used in the performance of applicable items of work.
- f. Extra Work. When applicable items of work, as specified herein, are added to the contract as Extra Work in accordance with the provisions of Section 110.03, no price adjustment will be made for fluctuations in the cost of diesel fuel consumed in the performance of the extra work, unless otherwise approved by the Engineer. The current price for diesel fuel is to be used when preparing required backup data for extra work to be performed at a negotiated price. For extra work performed on force account basis, reimbursement for material and equipment along with specified overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.
- g. Subcontractors. Any Price Increases or Price Rebates that are calculated based on items of work performed by subcontractors will be added to or deducted from payments due to the Contractor in the appropriate pay period. The Contractor shall then accurately record on the appropriate CN-91 or CN-103 form the additions or deductions into adjusted contract value. The Contractor shall make payment to the subcontractor(s) who actually performed the work in accordance with DelCode Title 17, Chapter 8.

12/1/10

Appendix---Item 763626 Diesel Fuel Cost Adjustment		
Contract: T200907403.01		
		Item No./s
Category A: Earthwork		
Excavation & Embankment		202000, 207000, 209003, 209008
(total qty must exceed 5000 CY)		
Category B: Subbase and Agg.		302005
GABC, Burrow		
(total qty must exceed 500 T)		
Category C: Flexible Bases and Pavements		401654, 401663, 401708
Hot-mix patching, Hot-mix overlay		
(total qty must exceed 500 T)		
Category D: Rigid Bases and Pavements		
Concrete, P.C.C. Patching		
(total qty must exceed 5000 CY)		
Category E: Structures		
Bridges, Large P.C.C. Structures		605512, 605584, 605589, 605601
		605651



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. Box 778
DOVER, DELAWARE 19903

CAROLANN WICKS, P.E.
SECRETARY

UTILITY STATEMENT

Revised
January 25, 2011

STATE CONTRACT #29-074-03
F.A.P. #EBHOS-N271(2)
PROJECT I.D. #09-00001
REHABILITATION of BR. 1-501, 1-501A, & 1-501B on SR141 VIADUCT over SR4

NEW CASTLE COUNTY

The following utilities maintain facilities within the limits of this project:

DELMARVA POWER - ELECTRIC DISTRIBUTION
DELMARVA POWER - GAS
VERIZON DELAWARE INC.
COMCAST CABLEVISION, INC.
FIBERTECH
UNITED WATER
NEW CASLTE COUNTY DEPT. OF SPECIAL SERVICES
AT&T

DELMARVA POWER - ELECTRIC DISTRIBUTION

Delmarva Power - electric distribution maintains over-head and underground facilities within the limits of the project with no anticipated impacts.

For exact location of electric facilities, please contact Miss Utility at (800) 282-8555.

16 Del. C. § 7405B requires notification to and mutually agreeable measures from the public utility from any person intending to carry on any function, activity, work or operation within dangerous proximity of any high voltage overhead lines. All contractors/other utilities must also maintain a distance of 10'-0" from all energized lines.

Any additional relocations/adjustments to any existing electric lines/poles shall be arranged, if necessary, with the owners during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

General

No existing electric facilities can be taken out of service until the replacement facilities are installed and in operation.

